

1 November 2023

Mr Buhm Jung Roe,
President

The Roe Corporation

DOS ID: 2859163

267 Partners, LLC,

DOS ID: 5606747

267 Broadway, 2nd Floor, New York, NY, United States, 10007

Mr. Ranjit Thambyrajah

Berhero Pty Limited
T/ As Acuity Funding
Suite 4, Level 10, 423 Pennant Hills Rd
Pennant Hills NSW
Australia

Addendum to the Loan offer by Global Wise Investments Pte Ltd dated 20th October 2023

Dear Sirs,

RE: Variation agreed between the above parties to the Conditional Letters of Offer for Mortgage Finance (Offers One and two) for approximately USD280,000,000 issued by Global Wise Investments Pte Ltd (GW) dated 20th October 2023.

The following acknowledgements are agreed to between the above parties in relation to various matters that have been addressed in the Loan Offers by Global Wise Investments Pte Ltd dated 20th October 2023:

1. The loan amount will allow an initial loan drawdown of up to USD60,000,000 to assist with the refinance of the existing debt plus the purchase of the air right as long as the following are completed to the satisfaction of Global Wise and Acuity Funding:
 - a. At all times Conditions Precedent (CP) item 8 is to apply along with the following:
 - i. All construction loan documents being executed,
 - ii. Loan to valuation ratios being met with sufficient adjustments being allowed for the capitalisation of interest based on a cost to complete and allowing sufficient interest buffer to allow for time to obtain all remaining CP items and buffers for cost overruns, and unexpected time delays.
 - b. Providing a letter from a Lender and Acuity Funding approved Licensed Expert or relevant authority confirming the certainty and timing of securing of all the required the Building Permits within four months of the USD 60,000,000 (approximately) being released for the approved purposes.
2. The part payment of the Lender's Establishment Fee of USD 450,000 (EF) being placed into an Escrow Account held by the Lender (Global Wise Investments Pte Ltd) and Acuity Funding's Lawyer's Trust Account to be released once the Lender informs the Borrowers and Guarantors that they are ready to fund subject to the following conditions:
 - a. Loan amounts being varied due to adjustments being made to lower loan amount as a result of lower-than-expected valuation of the security cannot be used as a reason for not releasing the USD 450,000 to Acuity Funding on behalf of the Lender.
 - b. The Deed of Agreement related to Funds Arrangement Fee being executed immediately.
 - c. Inability to provide any of the securities offered cannot be used as a reason to withhold the EF, including, but not limited to:
 - i. CP items 8 and 9
 - ii. Refusal by the Borrowers and Guarantors to provide all the undertakings as outlined in the Acuity Funding Loan Term Sheet and Cost Agreement and the Conditional Loan Offer

from Global Wise Investments Pty Ltd within 60 days of this document, with the exception of any that have been mutually agreed to will trigger an immediate release of the EF

3. An undertaking that an immediate resignation of all other parties other than Mr. Buhm Jung Roe (Mr. Row) as Directors of all companies associated with this transaction and the shares of any other parties be transferred back to Mr. Row occur. A period of 14 days will be allowed for this to occur and suitable proof to be provided to Acuity Funding. If this does not occur, then all Funds Arrangement Fee and the EF will be released.
4. Immediately upon the release of the funds in the Escrow Account, transfer 50% of all types of shares of the project holding entity and any Project Company/ Project Management entities that might be set up in the future for the developments to a nominated entity to Berhero Pty Limited As Trustee of The Prithviraj Trust or its nominee for and on behalf of Berhero Pty Ltd trading as Acuity Funding. These shares are to be net of all liabilities. Berhero Pty Ltd t/as Acuity Funding may also receive further fees from lenders/ funds providers that offer finance on this transaction.
5. All costs associated with the drawing up of the Escrow account must be paid for by the borrowers and guarantors in advance to the Lawyers of the Lender and Acuity Funding. These payments have to be made within 10 working days of signing this Addendum.

This addendum will not nullify any rights Berhero Pty Limited has under its Loan Term Sheet and Cost Agreement (LTS&CA) dated 24th September 2023 nor our obligations under the same LTS&CA

We, the Borrowers and Guarantors, declare we have read and completely understood this agreement.

We, the Borrowers and Guarantors, declare we are not in any physical or mental impairment that affects or impacts on our ability to understand this agreement and commit to this agreement.

We, the Borrowers and Guarantors, declare we have been advised to seek legal and financial advice before signing this agreement.

We, the Borrowers and Guarantors, declare there has been no undue pressure put on us to accept this agreement by Berhero Pty Ltd t/as Acuity Funding. We, the Borrowers and Guarantors, declare that this transaction is predominantly for business or investment purposes and is not subject to the Australian National Consumer Credit Protection Act 2009. If Berhero Pty Ltd t/as Acuity Funding incurs any legal or other expenses in enforcing this agreement, then all such expenses are to be paid for in full by the Borrowers and Guarantors.

Signed, sealed and delivered by The Roe Corporation (DOS ID: 2859163) by its Legal Representative, Mr Buhm Jung Roe and 267 Partners, LLC, (DOS ID: 5606747) by its Legal Representative, Mr Buhm Jung Roe.

The Roe Corporation (DOS ID: 2859163)

Mr Buhm Jung Roe
Legal Representative
Date:

267 Partners, LLC, (DOS ID: 5606747)

Mr Buhm Jung Roe
Legal Representative
Date:

.....
Signature of Guarantor,
Mr Buhm Jung Roe
Date:

Signed for and on behalf of:
Berhero Pty Ltd trading as Acuity
Funding:

.....
Director & Chairman
Name: Mr. Ranjit Thambyrajah
Date: